Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

# Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: AR237A GMDB Rider SERFF Tr Num: NALH-127147043 State: Arkansas

TOI: A10 Annuities - Other SERFF Status: Closed-Approved- State Tr Num: 48653

Closed

Sub-TOI: A10.000 Annuities - Other Co Tr Num:

Filing Type: Form Reviewer(s): Linda Bird

thoray Lauria Christopaan Dianositian Data, 05/00/20

Authors: Laurie Christensen, Disposition Date: 05/09/2011

Deanna Hoffman, Stacy Reece, Chris Cairns

Date Submitted: 05/03/2011 Disposition Status: Approved-

Closed

State Status: Approved-Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

## **General Information**

Project Name: AR237A GMDB Rider Status of Filing in Domicile: Pending

Project Number: AR237A GMDB Rider

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Submission Type: New Submission

Market Type: Individual Market Type:

Individual Market Type:

Overall Rate Impact: Filing Status Changed: 05/09/2011
State Status Changed: 05/09/2011

Deemer Date: Created By: Laurie Christensen

Submitted By: Stacy Reece Corresponding Filing Tracking Number:

Filing Description:

NAIC #431-66044 FEIN #46-0164570

New Submission Product Description
AR237A Guaranteed Minimum Death Benefit (GMDB) Rider

MIDLAND NATIONAL LIFE INSURANCE COMPANY

PS237B Rider Specifications Page

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

We are filing the above forms for your review and consideration for approval. These are new individual forms and do not replace any form currently on file with your department. These forms will be used on a general basis and will be marketed through our regular channels. These forms are laser printed and we reserve the right to change fonts and layouts. No part of this filing contains unusual or possibly controversial items from normal Company or industry standards. Furthermore, Midland National Life assures you that this filing meets the provisions of Rule & Regulation 19, Regulation 49, and Arkansas Code Ann. 23-79-138.

Form AR237A This rider guarantees that the death benefit of the Contract to which it is attached will be no less than the minimum death benefit specified in this rider. The above form will be available for use with previously approved annuity contracts and on any annuity contracts we may file for approval in the future.

The Rider Specifications Page includes information regarding the rider. The information bracketed on the Rider Specifications Page is considered to be variable. A statement of variability has been enclosed as an explanation of this variable information.

# **Company and Contact**

#### **Filing Contact Information**

Laurie Christensen, Product Analyst lkchristensen@mnlife.com

4601 Westown Parkway 877-586-0240 [Phone] 35880 [Ext]

West Des Moines, IA 50266 877-586-0240 [FAX]

**Filing Company Information** 

Midland National Life Insurance Company CoCode: 66044 State of Domicile: Iowa

525 W. Van Buren Street Group Code: 431 Company Type: Life and Annuity

Chicago, IL 60607 Group Name: State ID Number:

(800) 800-3656 ext. [Phone] FEIN Number: 46-0164570

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# **Filing Fees**

Fee Required? Yes Fee Amount: \$100.00

Retaliatory? No

Fee Explanation:  $$50 \times 2 \text{ forms} = $100$ 

Per Company: No

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Midland National Life Insurance Company \$100.00 05/03/2011 47204414

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/09/2011	05/09/2011

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

# **Disposition**

Disposition Date: 05/09/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

Schedule	Schedule Item	Schedule Item Status Public A	ccess
Supporting Document	Flesch Certification	Yes	
Supporting Document	Application	Yes	
Supporting Document	Life & Annuity - Acturial Memo	No	
Supporting Document	Statement of Variability	Yes	
Supporting Document	Readability Certification	Yes	
Supporting Document	AR237A Actuarial Memorandum	No	
Form	AR237A GMDB Rider	Yes	
Form	PS237B Schedule Page	Yes	

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

## Form Schedule

#### **Lead Form Number:**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AR237A	Policy/Confract/Fraterral Certificate: Amendment, Insert Page, Endorsement or Rider	1	Initial		50.000	AR237A_GM DB Rider_Final Draft _05-02- 2011.pdf
	PS237B	Schedule Pages	PS237B Schedule Page	Initial		0.000	PS237B GMDB_Final Draft_04-28- 2011.pdf



### A Stock Company

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500 Executive Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

## **Guaranteed Minimum Death Benefit (GMDB) Rider**

This Rider is effective on the GMDB Issue Date, as shown on the Rider Specification Page. This Rider is a part of the Contract to which it is attached. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control.

This Rider provides for a Guaranteed Minimum Death Benefit (GMDB) Amount prior to the Maturity Date of the Contract to which this Rider is attached. The death benefit of the Contract to which this Rider is attached will be the greater of the death benefit as defined by the Contract or the GMDB Amount as defined by this Rider.

The following key words used in this Rider are shown on the Rider Specifications Page of Your Contract and are capitalized when used in this Rider.

GMDB Bonus Credit Amount
GMDB Bonus Credit Availability
GMDB Bonus Credit Maximum Age
GMDB Bonus Credit Percentage
GMDB Bonus Credit Period
GMDB Charge
GMDB Charge End Date
GMDB Charge Start Date
GMDB Cost
GMDB Dollar-for-Dollar Withdrawal Limit
GMDB Issue Date
GMDB Limit
Initial GMDB Amount

#### **DEFINITIONS**

The following definitions are applicable to this Rider only:

**GMDB Bonus Credit Amount:** The amount that is applied to the GMDB Amount. See the GMDB Bonus Credit section on the Rider Specifications Page for more details.

**Guaranteed Minimum Death Benefit (GMDB) Amount**: The death benefit of the Contract to which this Rider is attached will never be less than the GMDB Amount as defined by this Rider. The GMDB Amount is available only as a death benefit. The Initial GMDB Amount is shown on the Rider Specifications Page.

**GMDB Gross Partial Surrender:** After the GMDB Issue Date, the amount requested as a partial surrender (before any surrender charges and any interest adjustment) from Your Contract. This GMDB Gross Partial Surrender is used to determine any GMDB dollar-for-dollar withdrawals and GMDB proportional withdrawals.

#### **CALCULATION OF GMDB AMOUNT**

After the GMDB Issue Date the GMDB Amount will equal:

- 1) The Initial GMDB Amount; plus
- 2) Any subsequent premium and any applicable premium bonus; less
- 3) Any GMDB dollar-for-dollar withdrawals and any GMDB proportional withdrawals; plus
- 4) Any GMDB Bonus Credit Amount.

The GMDB Bonus Credit Amount is calculated as shown on the Rider Specifications Page.

The GMDB Bonus Credit Amount will apply according to the GMDB Bonus Credit Availability as shown on the Rider Specifications Page.

The GMDB Amount will never exceed the GMDB Limit, as shown on the Rider Specifications Page.

#### **GMDB** Dollar-for-Dollar Withdrawal

A GMDB dollar-for-dollar withdrawal will occur when the total GMDB Gross Partial Surrenders during a Contract Year are equal to or less than the GMDB Dollar-for-Dollar Withdrawal Limit as shown on the Rider Specifications Page. A GMDB dollar-for-dollar withdrawal will reduce the GMDB Amount by the amount of the GMDB Gross Partial Surrender taken.

#### **GMDB Proportional Withdrawal**

A GMDB proportional withdrawal will occur when total GMDB Gross Partial Surrenders during a Contract Year exceed the GMDB Dollar-for-Dollar Withdrawal Limit. Once the total GMDB Gross Partial Surrenders in a Contract Year exceed the GMDB Dollar-for-Dollar Withdrawal Limit, any amount over the GMDB Dollar-for-Dollar Withdrawal Limit in that Contract Year is subject to the GMDB proportional withdrawal. GMDB proportional withdrawals will reduce the GMDB Amount on a proportional basis by the same proportion the Contract's Accumulation Value was reduced. GMDB proportional withdrawals may reduce the GMDB Amount by more than the amount of the GMDB Gross Partial Surrender taken.

A GMDB proportional withdrawal at the time of the GMDB Gross Partial surrender will equal:

- 1) The current GMDB Amount immediately before any GMDB proportional withdrawal; multiplied by
- The amount of the GMDB Gross Partial Surrender subject to the proportional reduction divided by the current Accumulation Value of the Contract immediately before the GMDB proportional withdrawal.

#### **GMDB CHARGE**

The GMDB Charge is shown on the Rider Specifications Page.

If the Contract and/or this Rider are terminated during a Contract Year, there will be no GMDB Cost after the termination date.

#### **EFFECT OF SPOUSAL CONTINUANCE**

See Rider Specifications Page for details.

#### **TERMINATION**

This Rider cannot be terminated by You or Us once it has been attached to and made part of Your Contract.

This Rider will terminate:

- 1) The date the Contract to which this Rider is attached terminates; or
- 2) On the Maturity Date (see MATURITY DATE in the Contract); or
- 3) The date annuity payments under the Contract begin; or
- 4) Upon full surrender of the Contract; or
- 5) Upon issuance of a loan, if permitted, on the Contract to which this Rider is attached; or
- 6) If the Contract to which this Rider is attached continues in accordance with the Spousal Continuance provision of the Contract, this Rider will terminate as shown on the Rider Specifications Page; or
- 7) Upon change of Owner, if the proposed Owner would not have been eligible for this Rider on the Rider Issue Date.

Once terminated, this Rider may not be reinstated.

## **MISCELLANEOUS**

Except as modified by this Rider, the provisions of the Contract also apply to this Rider.

#### RIDER SPECIFICATIONS PAGE

### GUARANTEED MINIMUM DEATH BENEFIT (GMDB) RIDER

[GMDB Issue Date:] [05/01/2011] [Initial GMDB Amount:] [\$50,000.00]

[GMDB Limit:]

1) [200%], multiplied by;

2) the total of:

a) Premiums, plus any applicable Premium Bonus, since the GMDB Issue Date; less

b) Any GMDB Gross Partial Surrenders.

### [GMDB BONUS CREDIT]

[GMDB Bonus Credit Period:]

[GMDB Bonus Credit Percentage:]

[Contract Years [1]–[10] from GMDB Issue Date]

[5.0%]

[Contract Years [11+] Years from GMDB Issue Date]

[6.0%]

[GMDB Bonus Credit Availability:] [Available each Contract Year] when the

GMDB Limit has not been reached and up until

the GMDB Bonus Credit Maximum Age.

[GMDB Bonus Credit Maximum Age:] [85] [Based on the oldest of all Annuitants and

Owners]

[GMDB Bonus Credit Amount:] [On each Contract Anniversary, GMDB Bonus

Credit Percentage, when available, multiplied

by the current GMDB Amount.]

#### [GMDB CHARGE]

[GMDB Charge Start Date:] [GMDB Charge End Date:] [GMDB Charge:]

[May 1, 2011] [Termination of the Rider] [0.8%]

**[GMDB Cost:** [On each Contract Anniversary, the GMDB Charge will be multiplied by the current Accumulation Value], [prior to reduction for any other rider costs]. [The GMDB Cost will be withdrawn as a partial surrender from the Accumulation Value [on each Contract Anniversary], as long as this Rider remains in effect.]]

[Any rider costs on this Contract will not reduce the GMDB Amount.]

#### [GMDB DOLLAR-FOR-DOLLAR WITHDRAWAL]

[GMDB Dollar-for-Dollar Withdrawal Limit:]

[RMD\*] or [\$0.00]

[Any rider costs on this Contract will not impact the GMDB Dollar-for-Dollar Withdrawal Limit.]

[\*Partial surrenders on and after age 70½ shall satisfy the Required Minimum Distribution (RMD) requirements of the Internal Revenue Code of 1986 as amended.]

#### [SPOUSAL CONTINUANCE]

[If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, one of the following will occur:

- 1) As of the date of death when the GMDB Amount is greater than the death benefit as defined by this Contract, the death benefit of the Contract, will be increased to the GMDB Amount and the Rider will terminate.
- 2) As of the date of death, when the GMDB Amount is less than or equal to the death benefit as defined by this Contract, the Rider will terminate.]

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR237A GMDB Rider

Project Name/Number: AR237A GMDB Rider/AR237A GMDB Rider

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

See template below

Item Status: Status

Date:

Satisfied - Item: Application

**Comments:** 

We will use previously approved application 11292Y for the annuity contract that this rider will go with, approved by your department October 3, 2007.

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments: Attachment:

Statement of Var PS237B\_04-28-0211.pdf

Item Status: Status

Date:

Satisfied - Item: Readability Certification

**Comments:** 

**Attachment:** 

ReadabilityCert AR237A 04-22-2011.pdf

# STATEMENT OF VARIABILITY FOR

# Rider Specifications Page PS237B Guaranteed Minimum Death Benefit (GMDB) Rider AR237A

GMDB Issue Date:	Date this Rider is issued.		
Initial GMDB Amount:	Range of \$0 to \$10,000,000		
GMDB Limit:	Range of 100% to 500%		
GMDB BONUS CREDIT	This section prints when it applies.		
GMDB Bonus Credit Period:	Currently, we use the following GMDB Bonus Credit Periods: Contract Years 1-10 from GMDB Issue Date. Contract Years 11+ Years from GMDB Issue Date.  One of the following GMDB Bonus Credit Period options may print on future contracts: Contract Years 1+ from GMDB Issue Date. Or Every Contract Year from GMDB Issue Date. Or Every Contract Year starting in Contract Year 1 from GMDB Issue Date, with ranges for Contract Year being 1-100.		
GMDB Bonus Credit Percentage:	Range of 1% - 20%		
GMDB Bonus Credit Movimum Ago	Currently, we use the following statement: Available each Contract Year  One of the following options may print on future contracts: Available each Contract Year a partial surrender is not taken  Or Available each Contract Year a partial surrender is not taken or each year only the RMD* is taken  Or Available each Contract Year when only a penalty-free partial surrender is taken		
GMDB Bonus Credit Maximum Age:	Currently, we use the following statement: Based on the oldest of all Annuitants and Owners.  One of the following options may print on future contracts: Based on the oldest of all Annuitants.  Or Based on the oldest of all Owners.  Or Based on the youngest of all Annuitants.  Or Based on the youngest of all Owners.  Or Based on the youngest of all Owners.  Or Based on the youngest of all Annuitants and Owners.		

GMDB Bonus Credit Amount:	Currently, we use the following statement:  On each Contract Anniversary, GMDB Bonus Credit Percentage, when available, multiplied by the current GMDB
	Amount.
	One of the following options may print on future contracts:  On each Contract Anniversary, GMDB Bonus Credit Percentage multiplied by the Initial GMDB Amount.  Or
	On each Contract Anniversary, GMDB Bonus Credit Percentage multiplied by the current Accumulation Value.  Or
	On each day, the effective daily rate of the GMDB Bonus Credit Percentage multiplied by the current GMDB Amount.  Or
	On each day, the effective daily rate of the GMDB Bonus Credit Percentage multiplied by the current Accumulation Value.
GMDB CHARGE	This section prints when it applies.
GMDB Charge Start Date:	Currently, we use the following statement: GMDB Issue Date.
	One of the following options may print on future contracts: 0-100 Contract Years after GMDB Issue Date, Or
OMBB OL ST. LB.	At attained age 0-115.
GMDB Charge End Date:	Currently, we use the following statement: Termination of the Rider
	One of the following options may print on future contracts: The earlier of Termination of the Rider or 1-25 years after the GMDB Issue Date.
	Or 0-100 Contract Years after the GMDB Issue Date; Or
	At attained age 0-115
GMDB Charge:	Currently, we use the following single percentage: Range of 0% - 3%.
	The following option may print on future contracts: Range of 0% to 3% for the first 1 to 100 Contract Years after the GMDB Issue Date, declared every 1 to 20 Contract Years thereafter.

### GMDB Cost:

## Currently, we use the following statement:

On each Contract Anniversary, the GMDB Charge will be multiplied by the current Accumulation Value,...

One of the following options may print on future contracts: On each Contract Anniversary, GMDB multiplied by the current GMDB Amount...

Or

On the GMDB Issue Date and each Contract Anniversary thereafter, GMDB Charge multiplied by the current GMDB Amount,...

Or

On the GMDB Issue Date and each Contract Anniversary thereafter, GMDB Charge multiplied by the current Accumulation Value,...

Or

On each day, the effective daily rate of the GMDB Charge multiplied by the current Accumulation Value,...

Or

On each day, the effective daily rate of the GMDB Charge multiplied by the current GMDB Amount,...

Or

On the same day in each month as the GMDB Issue Date, the effective monthly rate of the GMDB Charge multiplied by the current Accumulation Value,...

Or

On the same day in each month as the GMDB Issue Date, the effective monthly rate of the GMDB Charge multiplied by the current GMDB Amount....

## Currently, we use the following statement:

...prior to reduction for any other rider costs.

#### The above option may not print on future contracts

#### Currently, we use the following statement:

The GMDB Cost will be withdrawn as a partial surrender from the Accumulation Value on each Contract Anniversary, as long as this Rider remains in effect.

#### The following option may print on future contracts:

The GMDB Cost will be withdrawn as a partial surrender from the Accumulation Value on each Contract Anniversary to every 10<sup>th</sup> Contract Anniversary, as long as this Rider remains in effect.

#### Currently, we use the following statement:

Any rider costs on this Contract will not reduce the GMDB Amount.

#### The following option may print on future contracts:

Any rider costs on this Contract will reduce the GMDB Amount.

GMDB DOLLAR-FOR-DOLLAR WITHDRAWAL	This section prints when it applies		
GMDB Dollar-for-Dollar Withdrawal Limit:	One of the following options will print:  RMD*  Or  Range of \$0.00 to \$5,000,000		
	One of the following options may print in place of range \$0.00 to \$5,000,000 on future contracts:  1% to 20% of current Accumulation Value.  Or Penalty-free partial withdrawals.  Or Any GMDB Gross Partial Surrender.  Or Any rider costs.		
	The following statement is bracketed and will print when applicable:  Any rider costs on this Contract will not impact the GMDB Dollar-for-Dollar Withdrawal Limit.		
	The following statement is bracketed and will only print when the RMD* option is applicable:  *Partial surrenders on and after age 70½ shall satisfy the Required Minimum Distribution (RMD) requirements of the Internal Revenue Code of 1986 as amended.		
SPOUSAL CONTINUANCE	This section prints when it applies		
	Currently, we use the following:  If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, one of the following will occur:  1) When the GMDB Amount is greater than the Contract Accumulation Value, as of the date of death, the Accumulation Value of the Contract will be increased to the GMDB Amount and the Rider will terminate.  2) When the GMDB Amount is less than or equal to the Contract Accumulation Value, as of the date of death, the Rider will terminate.		
	One of the following options may print on future contracts:  If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, the Rider will also continue.  Or  If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, the Rider will also continue, provided the new Owner would have been eligible for the Rider on the GMDB Issue Date.		

## CERTIFICATE OF READABILITY

# **Midland National Life Insurance Company**

This is to certify that the forms listed below are in compliance with state readability requirements.

A.	Option Selected  1. Policy and its related forms are score	ed for the Flesch reading ea	se test as one unit and the combined score			
		<ul><li>is listed below.</li><li>Policy and its related forms are scored separately for the Flesch reading ease test.</li></ul>				
	Scores for the policy and each form 3. Form and Form Numbers to which					
Form Guaran	teed Minimum Death Benefit (GMDB)	Form Number	Flesch Score			
Rider		AR237A	50.0 combined with contract			
Test Option Selected  1. Test was applied to entire policy form(s).  2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.						
C.	C. <u>Standards for Certification</u> A checked block indicates the standard has been achieved:					
$\boxtimes$	1. The policy text achieves a minimum option chosen in Section A above.					
$\boxtimes$	2. It is printed in not less than ten point	It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages,				
$\boxtimes$	3. The layout and spacing of the policy					
$\boxtimes$	paper.  4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.  5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.					
$\boxtimes$	the policy.  6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy on to any and arrangements or ridge.					
	7. A table of contents or an index of the	portion of the policy or to any endorsements or riders.  A table of contents or an index of the principle sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)				
This certification must be signed by an officer of the insurer.						
Signatu	Make James 100		. Date <u>04-28-2011</u>			
Michael Yanacheak  2 <sup>nd</sup> VP Product Development						
	's Name		Officer's Title			